

Exhibit “C”

1 Recording requested by
2 Lessee.

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5
6 (Space above this line for Recorder's use only.)

7
8 **LEASE AGREEMENT**

9 THIS GROUND LEASE AGREEMENT, made and entered into as of the ____ day of
10 September, 2004, by and between JOAQUIN Q. ATALIG, hereafter referred to as "Lessor," and
11 OKP (CNMI) CORPORATION, hereafter referred to as "Lessee."

12
13 **WITNESSETH:**

14 In consideration of the rent hereinafter reserved and of the covenants herein to be observed
15 and performed, Lessor hereby demises and leases unto Lessee, and Lessee hereby leases from Lessor
16 the real property described in Section 1.

17 1. **PREMISES:** The Premises consist of real property in Northern Part (Area No. 4)
18 Ginalangan, municipality of Rota, Commonwealth of the Northern Mariana Islands, as more
19 particularly hereinafter described, together with Lessor's easements and appurtenances in adjoining
20 and adjacent land, highways, roads, streets, lanes whether public or private, reasonably required for
21 the installation, maintenance, operation and service of sewer, water, gas, power and other utility lines
22 and for driveways and approaches to and from abutting highways or streets for the use and benefit
23 of the above-described parcel of real property, including any improvements now or hereafter situated
24 thereon:

25 Lot No. 362 R 01, containing an area of 49,998 square meters,
26 more or less, as more particularly described in Cadastral Plat No.
27 362 R 00, the original of which was registered with the Land
28 Registry as Document No. 6503 on September 12, 1978.

The above- described parcel of real property, together with any existing improvements
and improvements subsequently erected thereon during the term of this Lease and the

1 appurtenances and other incidents associated therewith are collectively referred to in this Lease
2 as the "Premises".

3
4 Moreover, Lessee leases as part of the agreement, furniture, fixtures, appliances, and
5 tools, all itemized in the List of Inventory attached hereto as exhibit "A", and made a part of this
6 agreement by reference.

7
8 2. TERM OF LEASE: This Lease shall be for a term of thirteen (13) months,
9
10 commencing on December 1, 2005, and ending on December 31, 2006, unless sooner terminated
11 as herein provided.

12
13 3. RENT: The rent for the Lease shall be Three Thousand Dollars (\$3,000.00) per
14 month.
15

16
17 4. PAYMENT SCHEDULE:

18 4.1. Lessee shall pay Lessor advance rent of Nineteen Thousand Five Hundred
19 Dollars (\$19,500) upon the execution of this agreement.
20

21 4.2 Lessee shall pay the remaining rent of Eighteen Thousand (\$18,000) on or
22 before July 1, 2006.
23

24
25 5. OPTION TO RENEW LEASE: Lessee has the option to extend the lease
26 agreement for a period of one year at the same rent and terms set forth herein, except that the first
27 three months of rent shall be advanced and due on January 1, 2007. Lessee shall exercise the
28 option by giving Lessor notice of its intent to renew the lease for another year 30 days before the

1 expiration of the lease agreement.
2

3
4 6. USE OF PREMISES: Lessee may use, improve and develop the Premises or
5 any part thereof for any lawful use or purpose, but primarily as office, barracks, equipment repair
6 shop and workstation, heavy and lightweight equipment parking and storage, and as staging area
7 related to Lessee's business and operation on Rota.
8

9
10 7. LESSOR'S WARRANTIES OF TITLE: Lessor represents, warrants, and
11 covenants that he is the sole, true owner in fee simple of all the leasehold premises and have the
12 right to lease the same to the Lessee and that the Premises are free and clear of all liens, claims
13 and encumbrances, excepting recorded easements for water, sewer, power, telephone, roadways,
14 and other public utilities, and that the Lessor has good and marketable title.
15

16
17 8. LESSOR'S WARRANTY OF QUIET ENJOYMENT: Upon Lessee paying the
18 rent for the Premises and observing and performing all of the covenants, conditions and
19 provisions on Lessee's part to be observed and performed hereunder, Lessor shall place Lessee in
20 quiet possession of the Premises for the entire term hereof subject to all the provisions of this
21 Lease.
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25 9. ASSIGN ABILITY AND SUBLEASING: Lessee may not assign or sublease the
26 premises without the consent of Lessor. Lessor may not unreasonably withhold consent.
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28

1 10. TAXES:

2 10.1. Lessee To Pay Taxes During Lease. Lessee shall pay and discharge all
3 taxes, assessment, rates, charged, license fees, municipal liens, levies, excises, or imposts,
4 whether general or special, or ordinary or extraordinary, of every name, nature and kind
5 whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may
6 be levied, assured, charged, or imposed, or which may become a lien or charge on or against the
7 premises, or any part thereof, the leasehold of Lessee herein, the premises described herein, any
8 buildings, or any other improvements now or hereafter thereon, or on or against Lessee's estate
9 hereby created which may be a subject of taxation, or on or against Lessor by reason of its
10 ownership of the fee underlying this Ground Lease, during the entire term thereof, excepting only
11 those taxes hereinafter specifically excepted. All taxes and charge under this Section shall be
12 prorated at the expiration of the term hereof.

13 10.2. Exceptions. Anything in this section to the contrary notwithstanding,
14 Lessee shall not be required to pay any estate, gift, inheritance, succession, franchise, income, or
15 excess profits taxes which may be payable by Lessor or Lessor's legal representative, successors,
16 or assigns, nor shall Lessee be required to pay any tax that might become due on account of
17 ownership of property other than the premises herein leased which may become a lien on th
18 premises or collectible out of the same.

19 10.3. Tax Contest. Lessee shall have the right to contest the validity of any tax
20 or special assessment payable by him which Lessee deems to have been illegally or improperly
21 levied or assessed against the premise, and for that purpose shall have the right to institute such
22 proceeding or proceedings in the name of Lessor as Lessee may deem necessary, provided that
23 the expense incurred by reason thereof shall be paid by Lessee, and provided, further, that it is
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1 necessary to use the name of Lessor in carrying on such proceeding.
2

3
4 11. UTILITIES AND CHARGES: Lessee shall be responsible for the payment of all
5 utilities, assessments, and other public charges arising by reason of the occupancy, use or
6 possession of the Premises.
7

8
9 12. INDEMNIFICATION OF LESSOR BY LESSEE: Lessee shall, at all times
10 during the Lease Term, indemnify Lessor against all liability, loss, cost, damage, or expense of
11 litigation arising prior to the expiration of the term hereof and delivery to Lessor of possession of
12 the premises:
13

14 A. On account of or through the use of the demised premises or
15 improvements or any part thereof by Lessee or by any other person acting under the authority,
16 direction, in the interest of, or through the title of the Lessee for any purpose inconsistent with
17 the provisions of this lease;
18

19 B. Arising out of, or directly or indirectly due to, any failure or Lessee in any
20 respect promptly and faithful to satisfy Lessee's obligations under this lease; or
21

22 C. Arising out of directly or indirectly due to any accident or other
23 occurrence causing injury to any person or persons or property resulting from the use of the
24 premises or any part thereof.
25

26 No such indemnification shall be required with respect to losses or liabilities
27 arising by reason of the affirmative negligence or recklessness of Lessor.
28

1 13. REMOVAL OF IMPROVEMENTS, SOIL, ETC. NOT TO CONSTITUTE
 2 WASTE:

3 Lessee shall have the right in connection with any development of the property to
 4 remove vegetation and to excavate and to remove sand, soil, and other materials from the
 5 Premises. In no event shall any such action constitute waste and the Lessor hereby releases
 6 Lessee from any obligation to restore the Premises to the condition existing upon the
 7 commencement date of this Lease. Lessee may also build, alter, demolish or remove
 8 improvements which cross one or more boundary lines of the Premises, provided that Lessee first
 9 obtains any required governmental or regulatory approval.
 10
 11

12
 13 14. LESSEE'S RIGHT TO BUILD:
 14

15 14.1. Alteration/Building, etc. The Lessee shall have the right during the term
 16 of this Lease, to erect, maintain, alter, remodel, reconstruct, rebuild, replace, and remove
 17 buildings and other improvement on the Premise, and correct and change the contour of the
 18 Premises pursuant to the plans and drawings attached hereto as Exhibits "B" and "C", and
 19 incorporated herein as part of this agreement by reference. Any other alterations and changes
 20 requires Lessor's consent.
 21

22 14.2. Equipment and Fixtures. Lessee shall have the right at any time during
 23 Lessee's occupancy of the Premises to remove any and all equipment and fixtures owned or
 24 placed by Lessee or its sublease upon the Premises, except that any water heater or air
 25 conditioner installed shall become Lessor's equipment after the expiration of the lease.
 26

27 14.3 Any items on the Inventory List on Exhibit "A" shall be replaced or
 28 repaired if the item is broken, lost, missing or damaged, except for natural wear and tear.

1 14.4. Permanent Improvements. Upon the expiration of the Lease term, Lessee
2 shall be entitled to remove those improvements which can be removed without causing harm or
3 damage to the Premises. All other improvements shall become the property of the Lessor.
4

5 14.5. Soccer Field: Lessee is authorized to setup, build, or construct a soccer
6 field on the premises.

7 14.6. Lessee is hereby authorized to enter the premises on November 1, 2005, to
8 commence repair and other work on the premises. Lessee shall not disturb the customers and
9 staff of Lessor, who may remain on the premises up to November 30, 2005.
10

11
12 15. FIRE AND CASUALTY INSURANCE: Lessee, at Lessee's option and at its
13 own expense, may keep all improvements erected on the Premises insured against loss or damage
14 by fire or other casualty. Any insurance proceeds payable with respect to any loss to any
15 improvements on the Premises shall belong to Lessee and Lessor shall have no right, claim or
16 interest therein.
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20 16. DEFAULT: Lessee shall be in default in the prompt and full performance of any
21 other term, covenant, or condition of the Lease, (except as to the payment of rent) and such
22 default shall continue for a period of thirty (30) days after notice of such default is given by the
23 Lessor to the Lessee, unless the default is of such a nature that the same cannot be cured or
24 corrected within said thirty (30) day period and the Lessee shall have promptly and diligently
25 commenced to cure and correct such default and shall have thereafter continued therewith with
26 reasonable diligence and in good faith, in a manner as to cure and correct the same as promptly as
27 reasonably practicable under the circumstances, and shall have continued therewith until the
28

1 default shall have been cured or corrected.

2 Lessee shall be in default in the payment of rent if rent is not paid within 15 days after it
3 is due and such default shall continue for a period of fifteen (15) days after notice of such default
4 and the default is not cured.
5

6
7 17. LESSOR'S REMEDIES: In the event Lessee breaches this Lease and fails to
8 make correction within the time provided, the Lessor may exercise any of the remedies available
9 to the Lessor at law or in equity, including the right of reentry and all such remedies shall be
10 cumulative and nonexclusive of any one or more such remedies, and exercise of one remedy shall
11 not be deemed to be an exclusive election of the remedy or remedies exercised or waiver of the
12 remedies not exercised.
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16 18. ESTOPPEL CERTIFICATES: Lessor shall, at any time from time to time, upon
17 not less than ten days prior notice from Lessee, execute, acknowledge, and deliver to Lessee a
18 statement in writing certifying that the Lease is unmodified (or in full force and effect as
19 modified and stating the modification and modifications) and that there are no defaults existing,
20 or if there is any claimed default, stating the nature and extent thereof. It is expressly understood
21 and agreed that any such statement delivered pursuant to this section may be relied upon by third
22 persons.
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1 19. **NOTICE**: All notices, demands or requests shall be given to each party at their
2 respective addresses, as noted below. Each party shall have the right, from time to time, to
3 designate in writing a different address by notice given in conformance with this section.
4

5
6 **LESSOR:**

7 Joaquin Q. Atalig
8 P.O. Box 965
9 Rota, MP 96951

6 **LESSEE:**

7 OKP (CNMI) CORPORATION
8 P.O. BOX 10001, PMB A-25
9 Saipan, MP 96950

10
11 20. **SEVERABILITY**: This lease embodies the entire agreement between the parties.
12 If any provision herein is invalid, it shall be considered deleted from this Lease, and shall not
13 invalidate the remaining provisions of this Lease. The only terms the parties consider essential to
14 this Lease are the rent , the description of the premises, and the length of the lease term.
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18 21. **ENTIRE AGREEMENT**: This Lease contains the entire agreements of the parties
19 with respect to the matters covered herein as of the date of execution hereof and no other
20 agreement, statement or promise made by any party or to any employee, officer or agent of any
21 party prior in time to the date of this Lease shall be binding or valid. Specifically, no person has
22 been authorized to make representation, promises, or any statements on behalf of the Lessee; all
23 agreements and promises of the Lessee are contained within this Lease Agreement. No other
24 representations, agreements, waivers or promises have been authorized , intended, made, or may
25 be relied upon.
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1 22. **MODIFICATION:** This Lease is not subject to modification except in writing,
2 signed by the parties to be charged thereunder.
3

4
5 23. **BINDING EFFECT:** This shall inure to the benefit of and bind the Lessor and the
6 Lessee, their respective heirs, successors and assigns jointly and severally.
7

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9 24. **ATTORNEYS' FEES:** In the event of any suit by any party to this lease for the
10 recovery of any rent due, or because of any breach of any term, covenant, condition or provision
11 hereof, the prevailing party shall be entitled to recover from the other party costs of suit and a
12 reasonable attorney's fee which shall be fixed by the Court.
13

14
15 Wherefore, the parties have affixed their signatures below on the dates notes next to their
16 respective signatures.
17

18
19 _____
20 JOAQUIN Q. ATALIG
21 LESSOR

22 _____
23 OKP (CNMI) CORPORATION
24 LESSEE
25 By: _____
26 Duly Authorized Representative
27
28

1 COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS)

2 On November _____, 2005, before me, a Notary Public in and for the Commonwealth of
3 the Northern Mariana Islands, came Joaquin Q. Atalig, to me personally known to be the
4 identical person who executed the above and the foregoing Lease and who acknowledged the
5 execution of the same.
6

7 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the
8 day and year first above-written.
9

10
11 _____
12 Notary Public

13 My Commission Expires:
14

15 COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS: ss

16 On November _____, 2005, before me, a Notary Public in and for the Commonwealth of
17 the Northern Mariana Islands, came _____, to me personally known to be
18 the identical person who executed the above and the foregoing Lease and who acknowledged the
19 execution of the same.
20

21 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the
22 day and year first above-written.
23

24
25 _____
26 Notary Public

27 My Commission Expires:
28

E-FILED
CNMI SUPERIOR COURT
E-filed: May 16 2006 11:37PM
Clerk Review: May 17 2006 8:32AM
Filing ID: 11289675
Case Number: 06-0119-CV
Elsa Duenas



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MAYA B. KARA (CNMI Bar Assoc. #F0169)
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Attorneys for Defendant
OKP (CNMI) Corporation

IN THE SUPERIOR COURT
FOR THE
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

JOAQUIN Q. ATALIG,

Plaintiff,

-v-

OKP (CNMI) Corporation, et al.,

Defendant.

Civil Action No. 06-0119

**DECLARATION OF
PRASADA REDDY GOLUGURI**

I, Prasada Reddy Goluguri, a person aged over eighteen years, and being of sound mind,
state:

1. I am employed by OKP as a project engineer and was requested to handle the
clearing of the area behind the Sunrise Hotel to be used as an equipment/recreation area.

1 2. In order to do so, on or about December 22 or 23, 2005, I was instructed by my
3 Project Manager Mr. Yee, Chee Keong to invite Mr. Atalig's then site manager, Ludivina
5 "Edita" Pacho Carillo, to walk the yard with me and show me the area that would be
7 permissible to clear for the creation of OKP's equipment/recreation yard.

9 3. Ms. Carillo and I walked out to the area that was to become the equipment yard.
11 At that time it consisted of weeds and grass. It appeared to me to have recently been a
13 livestock grazing area.

15 4. I told Ms. Carillo that OKP was going to clear the area in the next couple of
17 days and asked her what area would be permissible. Ms. Carillo walked with me to the
19 northwestern corner of the lot and pointed out a much larger area than OKP needed and said
21 that it would be fine to clear that area. I told her that we only needed 150 feet by 100 feet.

23 5. The only warning that Ms. Carillo provided was that I should watch out where I
25 walk in one area since there was a hole there that I could fall into. Ms. Carillo never
27 mentioned any Chamorro or Japanese artifacts being in the area. Nor did she say not to clear
29 any particular areas.

31 6. The area that OKP cleared was well within the boundaries that Ms. Carillo
33 indicated would be permissible to clear.

35 7. At no time have I ever seen any Japanese or Chamorro artifacts in the area that
37 was cleared.

39 8. At no time did I see any trees in the area that was cleared.

41 9. Mr. Joaquin Q. Atalig ("Mr. Atalig") came by the site soon after it was cleared
43 and spoke with me. He told me that he was extremely pleased with the work that had been
45 done. Specifically, he said that we had done a good job on the equipment/recreation yard, that
47 he had never seen his property look better, and asked if OKP would leave the workshop shed
49 for him to use after we vacated the property. I told him that he would have to talk with my

1 boss about that. Mr. Atalig made no mention to me or to anyone else that I am aware of at that
3 time or before then of OKP disturbing or destroying any Japanese or Chamorro artifacts or any
5 trees.

7 I declare under penalty of perjury that the foregoing is true and correct and that this
9 declaration was executed on May 16, 2006 at Saipan, Commonwealth of the Northern Mariana
11 Islands.

13
15 Respectfully submitted,

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19 _____
21 PRASADA REDDY GOLUGURI
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BRUCE L. MAILMAN(CNMI Bar Assoc. #F0153)
MAYA B. KARA (CNMI Bar Assoc. #F0169)
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Telephone: (670)233-2889

Attorneys for Defendant OKP (CNMI) Corporation

IN THE SUPERIOR COURT

FOR THE

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

JOAQUIN Q. ATALIG,

Civil Action No. 06-0119

Plaintiff,

-v-

DECLARATION OF PRAMUAN JAIPHAKDEE

OKP (CNMI) Corporation, et al.,

Defendant.

I, Pramuan Jaiphakdee, a person aged over eighteen years, and being of sound mind,
state:

1. I am employed by OKP (CNMI) Corporation as a heavy equipment operator. I was responsible for operating the bulldozer used to clear the area of Mr. Joaquin Q. Atalig's property for the equipment/recreation yard. I have extensive experience operating a bulldozer.

2. Using a bulldozer I cleared the area delineated by my immediate supervisor, Mr. Goluguri. The area that I cleared with the bulldozer is approximately 150 feet long by 100 feet wide.

4. The area that I cleared consisted of dried bush and vegetation. There were no trees, rocks (other than very small rocks that could not have been latte stones or other artifacts and a few—maybe three -- very small trees about three to five feet tall that could not have been fruit trees), or boulders in the area that I cleared. Nor were there any Chamorro or Japanese artifacts, other than an approximately four foot high by 20 foot wide rock wall, which I made sure was left untouched, and a nearby approximately six by eight feet wide by five feet deep cement box in the ground, which I was not aware was there when operating the bulldozer because it was covered by bush.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on May 16, 2006 at Saipan, Commonwealth of the Northern Mariana Islands.

Pran am
PRAMUAN JAIPHAKDEE

E-FILED
CNMI SUPERIOR COURT
E-filed: May 16 2006 11:37PM
Clerk Review: May 17 2006 8:32AM
Filing ID: 11289675
Case Number: 06-0119-CV
Elsa Duenas



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16 Sean.Frink@Saipan.Com

17
18 Attorneys for Defendant
19 OKP (CNMI) Corporation

21
22
23 **IN THE SUPERIOR COURT**
24
25 **FOR THE**
26
27 **COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS**

29 JOAQUIN Q. ATALIG,)	Civil Action No. 06-0119
)	
31 Plaintiff,)	
)	
33 -v-)	
)	DECLARATION OF
35 OKP (CNMI) Corporation, et al.,)	ANTONIO K. MESGNON
)	
37 Defendant.)	
39)	

41 I, Antonio K. Mesgnon, a person aged over eighteen years, and being of sound mind,
43 state:

45 1. I am employed by OKP as its chief of security and am a native of Rota, having
47 lived here for more than 59 years. I am a former Director of the Department of Public Safety
49 on Rota.

1 2. As Rota has a relatively small population, I am familiar with the family
3 relationship that exists between Plaintiff Joaquin Q. Atalig ("Mr. Atalig") and affiants Felipe
5 Q. Atalig, William T. Atalig, and Leon Taisacan.

7 3. Felipe Q. Atalig is Mr. Atalig's brother through their shared mother, William
9 T. Atalig is Mr. Atalig's nephew, and Leon Taisacan is Felipe Atalig's half brother

11 4. I am familiar with the Atalig land in Gingalangan that is involved in this
13 lawsuit, Lot No. 362 R 01, and have hunted in the area many times over the years.

15 5. Although I distinctly recall seeing what Mr. Atalig refers to as the Japanese
17 water tank on the property, I have never seen nor been made aware of any latte stones or other
19 Chamorro artifacts on the Atalig land (other than the latte stones outside of room 108 of the
21 hotel which are clearly visible to anyone and which I understand Mr. Atalig does not claim
23 have been disturbed).

25 6. It appears to me that the latte stones outside of room 108 of the hotel are not
27 native to the site. Instead, they appear to have been moved there relatively recently and
29 cemented into place. I do not believe that the Atalig property was the site of any Chamorro
31 artifacts. Rather, anything that is or was on the site has been moved there relatively recently.

33 7. A week or so prior to the arrival of the OKP heavy equipment to Rota, in
35 December, 2005, I personally walked the yard in the back of the hotel (the area that is now the
37 OKP CNMI, Inc. equipment yard/ recreation field). At that time, I saw a few pumpkins and
39 taro growing in a small part of the area, but the rest was open grazing area where a few cattle
41 were present.

43 8. I did not observe any latte stones or other Chamorro artifacts at that time. I did,
45 however, observe, the small wall that is near to what Mr. Atalig refers to as the Japanese water
47 tank. That wall remains standing in the same place now that I observed it that day.

1 9. During my December, 2005 walk of the site, I also did not observe any trees in
3 the area that was cleared for the equipment/recreation yard.

5 10. I seriously doubt that OKP disturbed any latte stones, other Chamorro artifacts,
7 or trees when it cleared the property for the equipment yard/ recreation field.

9 I declare under penalty of perjury that the foregoing is true and correct and that this
11 declaration was executed on May 16, 2006 at Saipan, Commonwealth of the Northern Mariana
13 Islands.

15
17 Respectfully submitted,

19 
21 _____
23 ANTONIO K. MESGNON

E-FILED

CNMI SUPERIOR COURT

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Clerk Review: May 17 2006 8:32AM

Filing ID: 11289675

Case Number: 06-0119-CV

Elsa Duenas



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16 Sean.Frink@Saipan.Com

18 Attorneys for Defendant

19 OKP (CNMI) Corporation

21
22 **IN THE SUPERIOR COURT**

23
24 **FOR THE**

25
26 **COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS**

29 **JOAQUIN Q. ATALIG,**

30
31 **Plaintiff,**

32
33 **-v-**

34
35 **OKP (CNMI) Corporation, et al.,**

36
37 **Defendant.**

Civil Action No. 06-0119

38
39 **DECLARATION OF
YEE, CHEE KEONG**

41 I, Yee, Chee Keong, a person aged over eighteen years, and being of sound mind, state:

43 1. I am employed by OKP (CNMI) Corporation as a site supervisor.

45 2. On September 29, 2005, I met with Mr. Joaquin Q. Atalig, and others, at his
47 property on Rota.
49

1 3. At that meeting Mr. Atalig was informed that OKP would need to build a
3 workshop and equipment/recreation yard at the area it is at now. Mr. Atalig was also informed
5 that the former bar/store on his property would be converted into a kitchen. Mr. Atalig said,
7 "no problem, do whatever you want" or words to that effect.

9 4. The area that was cleared for the workshop and equipment/recreation yard was
11 a piece of livestock grazing land. No trees were on the site other than a few small trees,
13 numbering no more than five and no more than five feet in height. The trees primarily
15 consisted of baby coconut trees that were not dispersed in any pattern as if they were planted
17 by hand. There were not any betelnut or flame trees that I can recall and I am not familiar with
19 what cotton and iron trees look like so I do not know.

21 5. Mr. Atalig never mentioned the presence of any latte stones or other Chamorro
23 or Japanese artifacts on the site to me or anyone else that I am aware of and I have never seen
25 any such items.

27 I declare under penalty of perjury that the foregoing is true and correct and that this
29 declaration was executed on May 16, 2006 at Saipan, Commonwealth of the Northern Mariana
31 Islands.

33 Respectfully submitted,
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39 YEE, CHEE KEONG
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